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8 Products and Ventures International and  
Counterclaim Defendant Carlos Fairbanks

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

## 14 PRODUCTS AND VENTURES INTERNATIONAL,

15 Plaintiff,

16 || v.

17 AXUS STATIONERY (SHANGHAI)  
LTD., et al.,

## Defendants.

20 ROBERTA TRADING CORPORATION.

## 21 || Counterclaim,

22 v.

## 23 PRODUCTS AND VENTURES 24 INTERNATIONAL and CARLOS FAIRBANKS.

#### Counterclaim Defendants.

Case No. 4:16-CV-00669-YGR

**[PROPOSED] JUDGMENT AND  
DISMISSAL OF CLAIMS**

\*as modified by the Court\*

1 Plaintiff Products and Ventures International (“PVI”) brought claims for relief for (1)  
2 breach of contract, (2) breach of the implied covenant of good faith and fair dealing, (3)  
3 intentional interference with contract, (4) intentional interference with prospective economic  
4 advantage, (5) trade secret misappropriation, (6) fraudulent transfer, and (7) civil conspiracy  
5 against defendants Axus Stationery (Shanghai) Ltd., Shanghai Marco Stationery Co. Ltd.,  
6 Shanghai Laikesheng Pen Material Co. Ltd., Peifeng Xu, Andre Viegas, Roberta Trading  
7 Corporation, and Kenpark Ltd. (collectively, “Defendants”). Counterclaimant Roberta Trading  
8 Corporation brought counterclaims against Counterclaim Defendants PVI and Carlos Fairbanks  
9 for (1) breach of contract, (2) breach of the implied covenant of good faith and fair dealing, and  
10 (3) intentional interference with contract.

11 On July 25, 2018, the Court issued its Order Granting Motion to Enter Judgment Pursuant  
12 to Settlement (ECF No. 261). That order is hereby incorporated by reference as if set forth fully  
13 herein.

14 **The Court NOW ENTERS JUDGMENT AS FOLLOWS:**

15 1. Defendants will pay PVI \$4.4 million (USD) immediately. Defendants are jointly  
16 and severally liable for paying this amount.

17 2. All claims and counterclaims in this action are hereby dismissed with prejudice.

18 3. All claims arising out of or relating to the facts giving rise to the claims and  
19 counterclaims in this action are hereby released.

20 4. Each party shall bear their own costs, attorney’s fees, and other expenses.

21 5. The Court retains jurisdiction over the parties to enforce the terms of this  
22 judgment.

23 6. The parties are referred to Magistrate Judge Laurel Beeler for assistance in  
24 enforcing the judgment.

25  
26 Dated: August 7, 2018

27  
28

  
YVONNE GONZALEZ ROGERS  
United States District Judge